

DESCRIPTION OF THE DELMARVA POWER & LIGHT CO. LANDS,  
FIRST DISTRICT, KENT COUNTY, MD.

Beginning for the same at an iron pipe on the northeast side of Massey-Delaware Line Road (25' from the centerline of paving), said point being the southeast corner of the herein described lands and the southwest corner of the lands of Herman S. Gassner; and running, thence, by and with the northeast side of said road N 59 20 40 W - 382.68' and N 59 52 50 W - 192.91' to an iron pipe and the lands now or formerly of the Delaware Railroad; thence, by and with said railroad lands the three following courses and distances: (1) along an arc the radius of which is 683.78' and the chord of which is S 88 31 30 E - 369.29', (2) along an arc the radius of which is 790.81' and the chord of which is S 63 31 30 E - 256.56', and (3) S 54 11 50 E - 18.00' to an iron pipe and the lands of Herman S. Gassner; thence, by and with said Gassner lands S 36 41 20 W - 196.42' to the place of beginning. Containing in all 1.979 acres of land, more or less.

Subject to a right-of-way over an existing lane running generally along the last line (S 36 41 20 W - 196.42') of this description.

Subject to a utility easement running from Massey-Delaware Line Road to the lands now or formerly of the Delaware Railroad, bounded on the southeast by the last line (S 36 41 20 W - 196.42') of this description and on the northwest by a line 15' northwest of and parallel to an existing power line, said easement being approximately 35' wide.

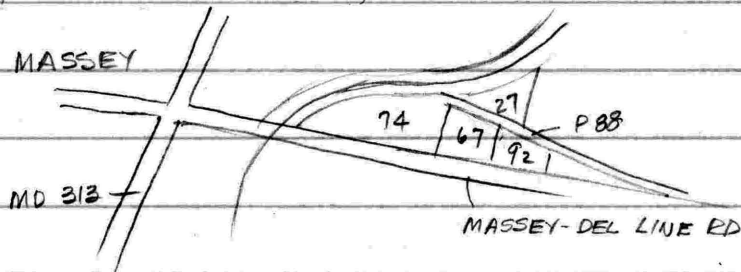
Subject, also, to a 30' wide utility easement running from Massey Delaware Line Road to the lands now or formerly of the Delaware Railroad, said easement being centered on an existing power line running in a northerly direction through the approximate center of the herein described lands.

Subject to a building restriction on the western part of the herein described lands.

August 1, 1983.

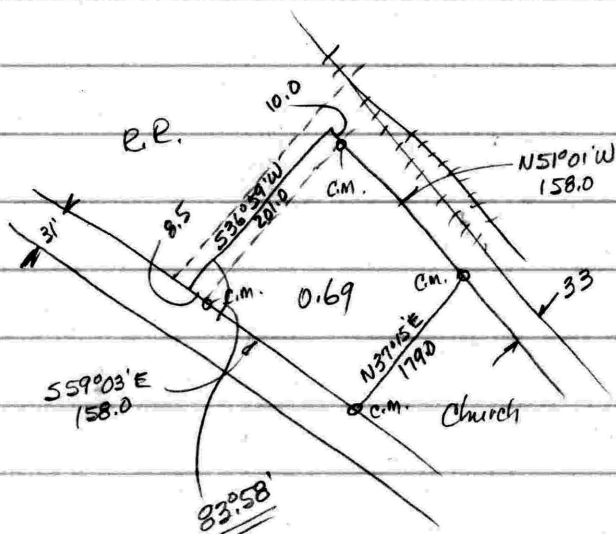
William R. Nuttle.

MAP 24



- ✓ 74 - Public Service Co. WHG 49/567 1.93
- ✓ 67 Herman S. Gassner WHG 44/439
- 92 North Kent Parish Episcopal Church — 1.12
- 88 - Vestry of " EHP 28/317
- 27 - Victor J. Terry EHP 136/6 0.73

Gassner WHG 44/439 - see Mulcafe plat WHG 12/262 1949



THIS DEED, made this 30th day of April in the year One thousand nine hundred and fifty-six (1956), By and Between THE DELAWARE RAILROAD COMPANY, a Corporation organized and existing under and pursuant to the laws of the State of Maryland, hereinafter called grantor, of the first part, \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_  
THE EASTERN SHORE PUBLIC SERVICE COMPANY OF MARYLAND, a Corporation organized and existing under and pursuant to the laws of the State of Maryland, hereinafter called grantee, of the second part, \_\_\_\_\_

WITNESSETH, that in consideration of the sum of \$1,000.00, the said grantor does grant and convey unto the said grantee, its successors and assigns, SUBJECT as hereinafter mentioned, all its estate, right, title and interest, of, in and to \_\_\_\_\_

ALL THAT parcel of land located at Massey and situate in Millington District No.1, County of Kent and State of Maryland, bounded and described as follows, viz: \_\_\_\_\_

BEGINNING at a point in the Northeasterly line of the Road leading from Massey to Delaware State Line, distant 33 feet Southwardly, radially from the center line of the Centreville track of railroad of The Delaware Railroad Company; \_\_\_\_\_

EXTENDING from said beginning point the following six courses and distances, the first three thereof being by remaining land of said Railroad Company: (1) Eastwardly, on a curve to the right having a radius of 683.779 feet, the chord of which bears S. 89° 22' E. for a length of 369.292 feet, an arc length of 373.60 feet to a point of compound curve; (2) Southeastwardly, on a curve to the right having a radius of 790.814 feet, the chord of which bears S. 62° 22' E. for a length of 256.558 feet an arc length of 257.471 feet to a point of tangent; (3) S. 53° 02' E. 19.00 feet to a corner of land of other owners; (4) S. 35° 28' 30" W., along the Northwesterly line of said land of other owners 184.2 feet, ±, to said Northeasterly line of the Road leading from Massey to Delaware State Line; the following two courses and distances being along the same: (5) N. 59° 11' 30" W. 541.26 feet; and (6) Northwestwardly on a curve to the left having a radius of 11,484.16 feet an arc length of 39.20 feet, ±, to the place of beginning.

CONTAINING 1.928 acres, ±. \_\_\_\_\_

TOGETHER with all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in any wise appertaining. \_\_\_\_\_

TO HAVE AND TO HOLD the said parcel of land and premises above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said grantee, its successors and assigns; \_\_\_\_\_

SUBJECT, however, to such state of facts as an accurate survey may show. \_\_\_\_\_

AND THIS DEED is executed, delivered and accepted upon the understanding and agreement: (1) that neither the said grantor nor its successors or assigns shall be liable or obliged to construct or maintain any fence between the parcel of land hereinbefore described and land of the said grantor adjoining the same, or be liable or obliged to pay any part of the cost or expense of constructing or maintaining such a fence or any part thereof, or be liable for compensation for any damage that may result by reason of the non-existence of such a fence; (2) that in the event the tracks of the railroad of the grantor, its successors or assigns, are elevated or depressed, or the grades of any streets, avenues, roads, lanes, highways or alleys over the said railroad in the vicinity of the land hereinbefore described are changed so that they shall pass overhead or underneath the said tracks and railroad, or in the event any grade crossing is vacated and closed, neither the said grantee nor its successors or assigns, as owner or owners of the land hereinbefore described, shall ask, demand, recover or receive any compensation whatsoever for any damage of whatsoever nature caused by or in any manner growing out of the separation or change of grades of the said railroad and/or said streets, avenues, roads, lanes, highways or alleys, or out of the vacation and closing of any grade

crossing; (3) that neither the said grantor nor its successors or assigns shall be liable or obliged to provide lateral support for the surface of the hereinbefore described premises or any part thereof; and that neither the said grantee nor its successors or assigns shall at any time hereafter ask, demand, recover or receive any compensation whatsoever for damage which may be caused by the sliding of any part of the embankment supporting the surface of the land hereby conveyed on the north and shall use due diligence to prevent the drainage or seepage of water or the precipitation of snow or ice or anything whatever from the hereinbefore described premises onto or upon the land of the said grantor not hereby conveyed or onto or upon any part thereof; and (4) that so long as the railroad of the grantor, with its appurtenances, shall be operated at its present grade, which grade is the same as that of said Road at their intersection just west of the parcel of land hereby conveyed, no building or structure of any kind shall be erected and no trees, vegetation, shrubbery or anything whatsoever, exceeding four feet in height, shall be placed or allowed to grow on that portion of the parcel of land hereinbefore described lying west of a line drawn southwardly from a point in course No. 1 distant 200 feet east of the beginning point, to a point in the northeasterly line of said Road leading from Massey to Delaware State Line distant 200 feet southeastwardly measured along said line of Road from said beginning point, so that there will always be a clear and unobstructed view across the whole and every part of said parcel of land of said intersection.

WITNESS the corporate seal of the said grantor, duly attested, and the signature of its Vice President, the day and year first above written.

TEST:

*Robert J. Soltis*  
(Robert H. Soltis)

THE DELAWARE RAILROAD COMPANY

By:

(F.D. Fox)

Vice

President.

Attest:

(Richard L. Baker)

ASST. Secretary.

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF PHILADELPHIA )

: ss:

I HEREBY CERTIFY, that on this

2<sup>nd</sup>

day of

May

in the year One thousand nine hundred and fifty-six (1956), before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for the County aforesaid, personally appeared P. D. FOX, Vice President of THE DELAWARE RAILROAD COMPANY, and duly acknowledged the foregoing Deed to be the act of the said Corporation.

AS WITNESS my hand and notarial seal.



*James E. Barton*  
(James E. Barton)  
Notary Public.

PHILADELPHIA, PHILADELPHIA CO., PA.

MY COMMISSION EXPIRES  
JUNE 24, 1958

And was duly recorded 5/21/57 by

*W. Henry Bell*

Clerk

52547

DEED

THE DELAWARE RAILROAD COMPANYtoTHE EASTERN SHORE PUBLIC SERVICE COMPANY  
OF MARYLAND

*sent to E. C. Callaway*  
*Sales, Inc.,*

Premises located at Massey and  
 situate in Millington District No. 1,  
 Kent County, Maryland.

Filed for record...

Recorded same day in Liber...

No. 49

Folio

567

Record Book for Kent County, Md. by

*W. Henry Bell, Clerk*

3.00

1.10

4.10

Prepared *into*Checked *into*Approved *W. H. C.*

Drawer

BOX

Map

PKG.



C. H. B. Massey  
et ux

To

The Delaware Rail Road  
Company

Be it remembered, that on this April 5th  
Anno Domini 1870, a Deed duly stamped,  
was brought to be recorded among the  
Land Records of Kent County, in the  
following words, To Wit;

\$3.00  
U. S.  
I. R.  
Stamp,  
C.H.B.M.  
M.A.M.  
June 22,  
1869

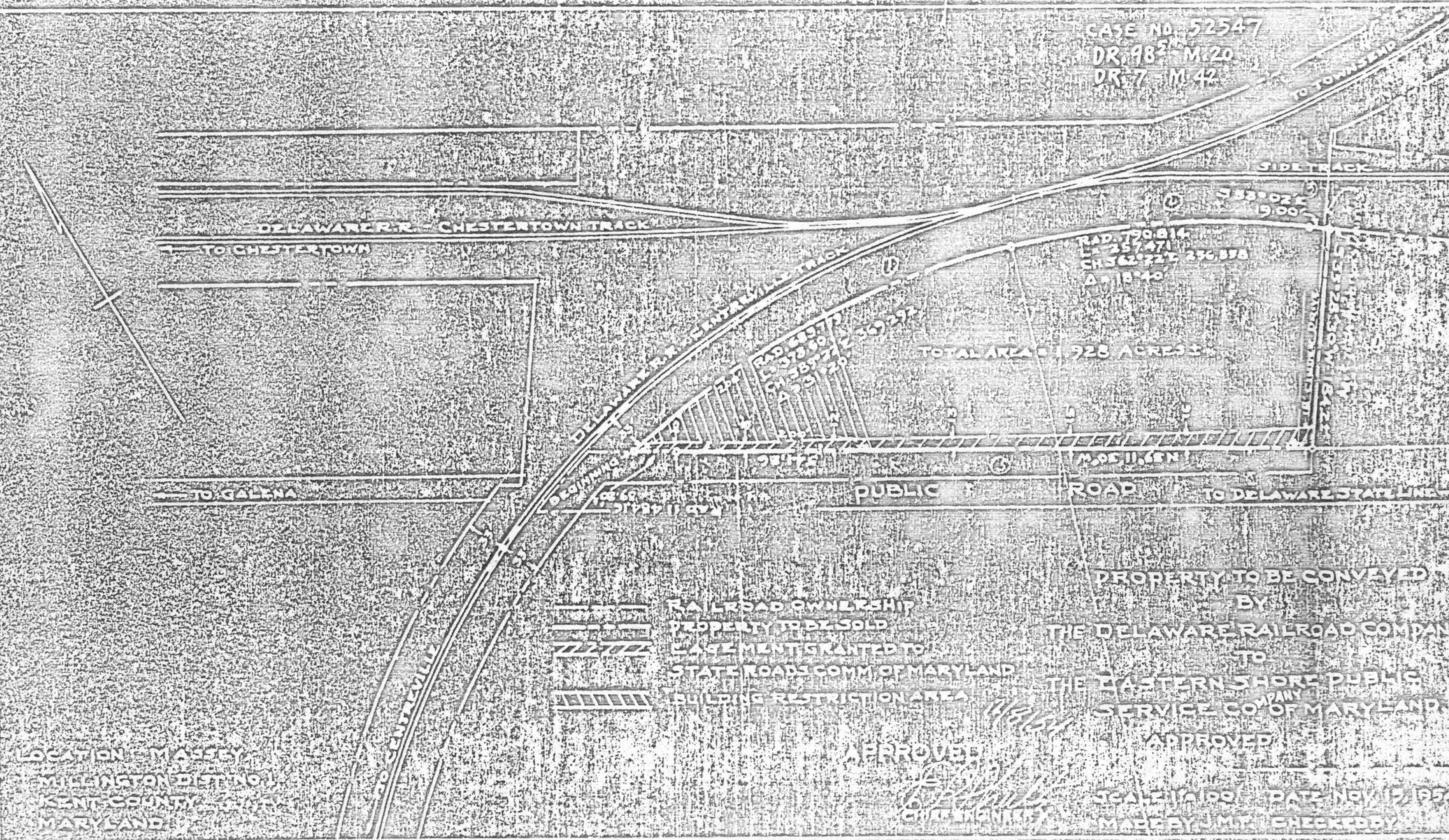
This Indenture, made the twenty second day of June in the  
year of our Lord, one thousand eight hundred and sixty nine,  
between C. H. B. Massey; and Mary Amanda Massey, his wife, of  
Kent County, in the State of Maryland, of the one part, and the  
Delaware Rail Road Company, of the other part:

Witnesseth, That the said party of the first part, for and  
in consideration of the sum of Twenty five hundred dollars, in the  
Capital stock of the Delaware Railroad Company at its par value, and,  
Two hundred and eight dollars lawful money of the United States of  
America, well and truly paid by the said party of the second part, to  
the said party of the first part, at and before the unsealing and  
delivery of these presents, the receipt whereof is hereby acknowledged,  
have granted, bargained, sold aliened, enfeoffed, released, conveyed  
and confirmed, and by these presents, do grant, bargain, sell, alien,  
enfeoff release, convey and confirm unto the said party of the second  
part, its successors, and assigns, All the following described pieces  
or parcels of land. No. 1. Beginning at a point in the centre of the  
highway leading from Massey's Cross Roads to the Head of Sassafras  
thirty three (33) feet in a South Easterly direction from the centre  
of the track of that prong of the Townsend Branch Railroad, which is  
to connect with The Kent County Railroad of Maryland, running thence  
parallel with said prong in an Easterly direction three hundred and  
twenty six (326) feet, to a stake, thence in a South-easterly direction,  
and parallel with the highway aforesaid to the centre of the highway  
leading from Massey's Cross Roads to Smyrna, thence with said highway  
in an easterly direction, six hundred and seventy four feet (674) thence  
in a North easterly direction (300) three hundred feet to a stake,  
thence in a northwesterly direction and parallel with the Smyrna Road  
to the centre of the Sassafras Road; thence with said Road to the point  
of beginning. Containing six acres, more or less. No. 2. A strip of  
land, sixty six (66) feet wide, being thirty three (33) feet on each  
side of the centre of main track of The Townsend Branch of The Del. R.R.  
extending in a North Easterly direction, - from the lot above described,  
to the lands of William Cacy, now under the tenancy of Samuel Cacy,  
And it is understood, by and between the parties hereto, and the said  
Delaware Railroad Company, except this deed, only on the condition,  
and they bind themselves to fence both sides of the track of their,  
and the Kent & Queen R.R. as well as the six acres of land, for depot  
purposes with a good, and substantial five rail post fence. And it  
is further understood, that the said Company, are not to erect or  
permit to be erected any houses on the six acres for depot grounds  
except houses for Rail Road uses & purposes. And it is further agreed,  
that the engine house which they may cause to be built there, shall  
not be on the triangle, made by the said Del. Railroad Company, and  
the Kent & Queen Anne's Railroad Company, at the junction of the two  
lines.

Together with all and singular, the buildings improvements,  
woods, ways, rights, liberties, privileges, hereditaments and appurten-  
ances, to the same belonging, or in any wise appertaining, and the  
reversion and reversions remainder and remainders, rents issues, and  
profits thereof, and of every part and parcel thereof; and also, all  
the estate, right, title, interest, property, possession, claim and  
demand whatsoever, both in law and equity, of the said party of the  
first part, of, in, and to the said premises with the appurtenances.



CASE NO. 52547  
 DR. 98<sup>2</sup> - M. 20  
 DR. 7 - M. 42



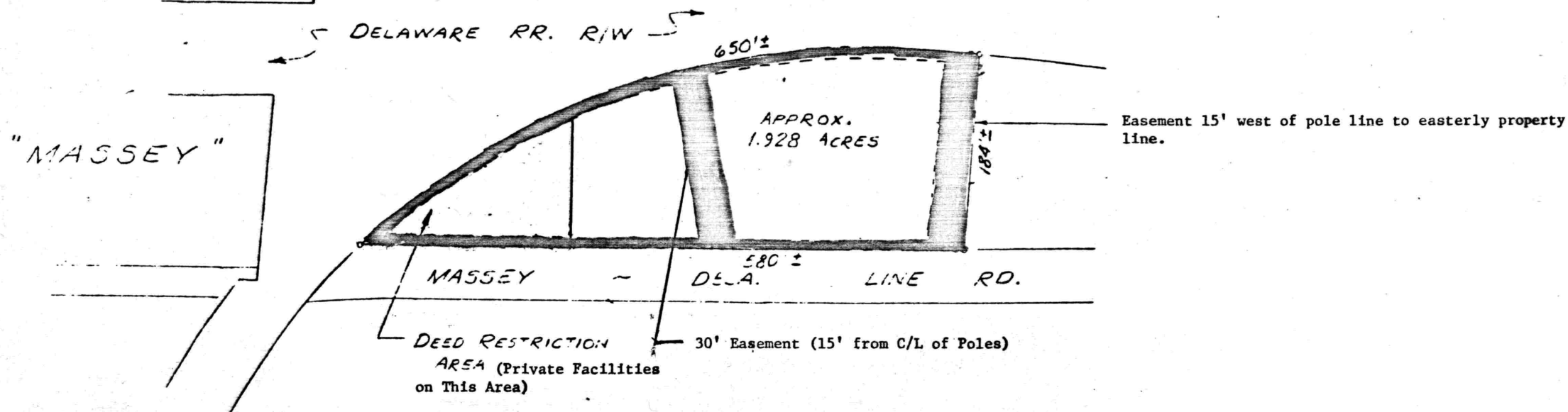
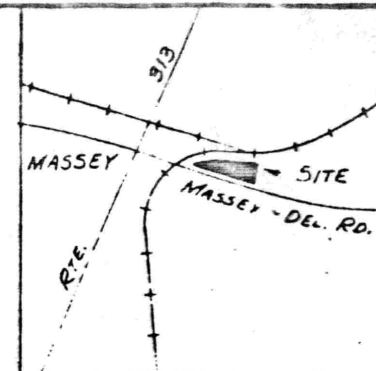
RAILROAD OWNERSHIP  
 PROPERTY TO BE SOLD  
 EASEMENT GRANTED TO  
 STATE ROADS COMM. OF MARYLAND  
 BUILDING RESTRICTION AREA

PROPERTY TO BE CONVEYED  
 BY  
 THE DELAWARE RAILROAD COMPANY  
 TO  
 THE EASTERN SHORE PUBLIC  
 SERVICE COMPANY  
 OF MARYLAND

APPROVED  
*[Signature]*  
 CH. ENGINEER

APPROVED  
*[Signature]*  
 SCALE 1" = 100' DATE NOV. 1, 1954  
 MADE BY JMT CHECKED BY

LOCATION - MARYLAND  
 WILMINGTON DIST. NO. 1  
 KENT COUNTY  
 MARYLAND



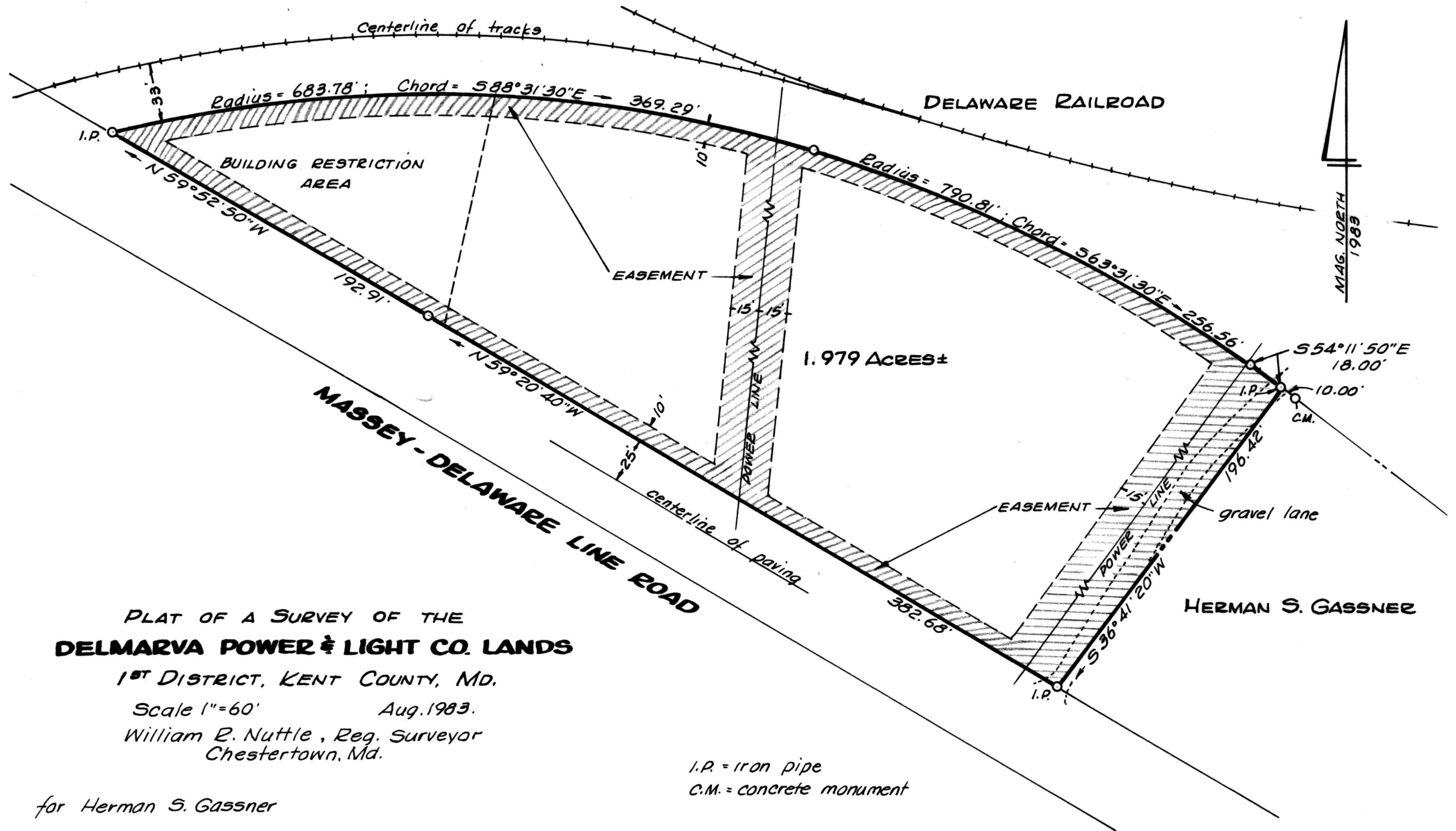
NOTE: All alleged property lines, measurements, right-of-way details and land markers as shown are intended for an approximate guide only. Exact location of easements to be determined by buyer's survey.

EXHIBIT "A"

DELMARVA POWER & LIGHT COMPANY	
ENGINEERING DEPARTMENT	
PROPERTY FOR SALE	
OLD MASSEY SUBSTATION	
KENT CO.	MARYL VD
DATE OCT. 29, 1982	CHECKED
SCALE	APPROVED
DRAWN SAZ	APPROVED
B-9 4-82	

REV.	DATE	BY	CHK.	DESCRIPTION





**PLAT OF A SURVEY OF THE  
DELMARVA POWER & LIGHT CO. LANDS**

1<sup>ST</sup> DISTRICT, KENT COUNTY, MD.

Scale 1"=60' Aug. 1983.

William E. Nuttle, Reg. Surveyor  
Chestertown, Md.

for Herman S. Gassner

I.P. = iron pipe  
C.M. = concrete monument

To Have and To Hold the said premises, with all and singular the appurtenances unto the said party of the second part, their heirs and assigns, to the only proper use, benefit, and behoof, of the said party of the second part, heirs and assigns forever. And the said C. H. B. Massey, and Mary Amanda Massey, his wife, their heirs, executors and administrators do by these presents, covenant, grant and agree, to and with the said party of the second part heirs and assigns, that, they, the said C. H. B. Massey, and Mary A. Massey, and their heirs, all and singular the hereditaments and premises, herein above described and granted or mentioned and intended to be so with the appurtenances unto the said party of the second heirs and assigns against them, the said, C. H. B. Massey, and Mary A. Massey heirs, and against all and every other person or persons, whomsoever lawfully claiming, or, to claim the same, or any part thereof shall and will warrant and forever defend. In Witness Whereof, the said parties of the first part, to these presents hereunto, set their hands and seals dated the day and year first above written.

Signed, Sealed and Delivered )  
in presence of, )

John T. Hurtt )

Charles H. B. Massey (SEAL)

Mary A. O. Massey (SEAL)

The State of Maryland )

Kent County ) To wit;

Be it remembered, that on this twenty second day of June, in the year of our Lord, one thousand eight hundred & sixty nine, personally appeared, Charles H. B. Massey, & Mary A. Massey, his wife, of Kent County aforesaid, and the parties, grantors within named, before the subscriber, a justice of the peace of the State of Maryland, in & for Kent County, and did each acknowledge the within and foregoing deed, or instrument of writing, to be their respective acts and deeds, and the right, title, interest and estate therein mentioned, of, in, and to the land and premises therein mentioned and thereby bargained and sold, to be the right and estate of the within named Delaware Railroad Company, the party grantee, and also therein named their heirs and assigns, forever, according to the purport, true intent and meaning of the said deed or instrument of writing, and the Acts of Assembly, in such cases made and provided.

Acknowledged before and taken and Certified the day and year above written.

John T. Hurtt J.P.

And was duly recorded, April 5th, 1870

Jesse K. Hines, Clk.